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23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 DOLCE & GABBANA
26 TRADEMARKS S.R.L.,

27 Plaintiff,

28 v.

29 TXT ENTERPRISES, INC.,
30 Defendant.

Case No. 2:16-CV-01637-FMO(SSX)

**STIPULATED PROTECTIVE
ORDER**

[Discovery Document: Referred to
Magistrate Judge Suzanne H. Segal]

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, Dolce & Gabbana Trademarks S.r.l. (“D&G”) and
6 TXT Enterprises, Inc. (“TXT”) (collectively, the “Parties”) hereby stipulate to and
7 petition the Court to enter the following Stipulated Protective Order. The Parties
8 acknowledge that this Order does not confer blanket protections on all disclosures
9 or responses to discovery and that the protection it affords from public disclosure
10 and use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles. The parties further
12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
13 Order does not entitle them to file confidential information under seal; Civil Local
14 Rule 79-5 sets forth the procedures that must be followed and the standards that
15 will be applied when a party seeks permission from the Court to file material
16 under seal.

17
18 B. GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets, proprietary designs, proprietary
20 market research, confidential business information, including but not limited to
21 pricing and customer lists, and other confidential and valuable which warrant
22 protection from public disclosure and from use for any purpose other than those
23 confined to this action. Such confidential and proprietary information includes,
24 but is not limited to, proprietary designs (such as designs for sunglasses), customer
25 lists, pricing lists, market research, retail and distribution plans, confidential
26 business proceedings, internal company financial information, internal
27 communications, and other types of confidential business information. This action
28 will also involve testimony, declarations, depositions, briefs, and other litigation

1 documents that will contain the above-referenced confidential business
2 information. The public disclosure or use of this information would cause the
3 Parties irreparable harm in the competitive market, and would provide the Parties'
4 competitors with an unfair commercial advantage due to access to this confidential
5 business information. As such, good cause exists for the Court to issue a
6 protective order protecting information designated as CONFIDENTIAL pursuant
7 to Sections 2.3 of this Protective Order. In addition, a small subset of this
8 information, namely the Parties' highly sensitive financial information, would
9 create a substantial risk of serious financial injury if disclosed to the opposing
10 Party, such that disclosure to that Party's Outside Counsel, only, is appropriate.
11 As such, good exists for the Court to issue a protective order protecting
12 information designated as ATTORNEYS EYES ONLY pursuant to Sections 2.4
13 of this Protective Order. Accordingly, to expedite the flow of information, to
14 facilitate the prompt resolution of disputes over confidentiality of discovery
15 materials, to adequately protect information the Parties are entitled to keep
16 confidential, to ensure that the Parties are permitted reasonable necessary uses of
17 such material in preparation for and in the conduct of trial, to address their
18 handling at the end of the litigation, and serve the ends of justice, a protective order
19 for such information is justified in this matter. It is the intent of the Parties that
20 information will not be designated as confidential for tactical reasons and that
21 nothing designated without a good faith belief that it has been maintained in a
22 confidential, non-public manner, and there is good cause why it should not be part
23 of the public record of this case.

24 25 2. DEFINITIONS

26 2.1 Action: *Dolce and Gabbana Trademarks S.R.L. v. TXT Enterprises,*
27 *Inc.*, No. 2:16-CV-01637 FMO(SSX), Central District of California.

28 2.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
5 the Good Cause Statement.

6 2.4 “ATTORNEYS EYES ONLY” Information or Items: information
7 (regardless of how it is generated, stored or maintained) or tangible things that
8 qualify for protection under Federal Rule of Civil Procedure 26(c) and that the
9 Designating Party believes in good faith that the Disclosure of that information to
10 another Party or non-Party would create a substantial risk of serious financial or
11 other injury that cannot be avoided by less restrictive means, and as specified
12 above in the Good Cause Statement.

13 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.6 Designating Party: a Party or Non-Party that designates information
16 or items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

18 2.7 Disclosure or Discovery Material: all items or information,
19 regardless of the medium or manner in which it is generated, stored, or maintained
20 (including, among other things, testimony, transcripts, and tangible things), that
21 are produced or generated in disclosures or responses to discovery in this matter.

22 2.8 Expert: a person with specialized knowledge or experience in a
23 matter pertinent to the litigation who has been retained by a Party or its counsel to
24 serve as an expert witness or as a consultant in this Action.

25 2.9 House Counsel: attorneys who are employees of a party to this
26 Action. House Counsel does not include Outside Counsel of Record or any other
27 outside counsel.

28 2.10 Non-Party: any natural person, partnership, corporation, association,

1 or other legal entity not named as a Party to this action.

2 2.11 Outside Counsel of Record: attorneys who are not employees of a
3 party to this Action but are retained to represent or advise a party to this Action
4 and have appeared in this Action on behalf of that party or are affiliated with a law
5 firm which has appeared on behalf of that party, and includes support staff.

6 2.12 Party: any party to this Action, including all of its officers, directors,
7 employees, exclusive trademark licensees, consultants, retained experts, and
8 Outside Counsel of Record (and their support staffs).

9 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.14 Professional Vendors: persons or entities that provide litigation
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits
13 or demonstrations, and organizing, storing, or retrieving data in any form or
14 medium) and their employees and subcontractors.

15 2.15 Protected Material: any Disclosure or Discovery Material that is
16 designated as "CONFIDENTIAL" or "ATTORNEYS EYES ONLY."

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19 20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 The Parties shall meet and confer regarding the procedures for use of
27 Protected Material at trial and shall move the Court for entry of an appropriate
28 order.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
6 with or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards. The Designating Party must designate
15 for protection only those parts of material, documents, items, or oral or written
16 communications that qualify so that other portions of the material, documents,
17 items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited.
20 Designations that are shown to be clearly unjustified or that have been made for an
21 improper purpose (e.g., to unnecessarily encumber the case development process
22 or to impose unnecessary expenses and burdens on other parties) may expose the
23 Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that
25 it designated for protection do not qualify for protection, that Designating Party
26 must promptly notify all other Parties that it is withdrawing the inapplicable
27 designation.

28 ///

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” (hereinafter
11 “CONFIDENTIAL or AEO legend”), to each page that contains protected
12 material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins). A Party or Non-Party that
15 makes original documents available for inspection need not designate them for
16 protection until after the inspecting Party has indicated which documents it would
17 like copied and produced. During the inspection and before the designation, all of
18 the material made available for inspection shall be deemed “CONFIDENTIAL” or
19 “ATTORNEYS EYES ONLY.” After the inspecting Party has identified the
20 documents it wants copied and produced, the Producing Party must determine
21 which documents, or portions thereof, qualify for protection under this Order.
22 Then, before producing the specified documents, the Producing Party must affix
23 the “CONFIDENTIAL or AEO legend” to each page that contains Protected
24 Material. If only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s)
26 (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in depositions, that the Designating Party
2 identify the Disclosure or Discovery Material on the record, before the close of the
3 deposition, for all protected testimony.

4 (c) for information produced in some form other than documentary and
5 for any other tangible items, that the Producing Party affix in a prominent place on
6 the exterior of the container or containers in which the information is stored the
7 “CONFIDENTIAL or AEO legend.” If only a portion or portions of the
8 information warrants protection, the Producing Party, to the extent practicable,
9 shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive
12 the Designating Party’s right to secure protection under this Order for such
13 material. Upon timely correction of a designation, the Receiving Party must make
14 reasonable efforts to assure that the material is treated in accordance with the
15 provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the
21 dispute resolution process under Local rule 37.1 *et seq.*

22 6.3 Burden of Proof. The burden of persuasion in any such challenge
23 proceeding shall be on the Designating Party. Frivolous challenges, and those
24 made for an improper purpose (e.g., to harass or impose unnecessary expenses
25 and burdens on other parties) may expose the Challenging Party to sanctions.
26 Unless the Designating Party has waived or withdrawn the confidentiality
27 designation, all parties shall continue to afford the material in question the level
28 of protection to which it is entitled under the Producing Party’s designation until

1 the Court rules on the challenge. Any motion challenging a designation of
2 confidentiality must comply with Local Rule 37-2, including the Joint Stipulation
3 requirement.

4
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that
7 is disclosed or produced by another Party or by a Non-Party in connection with
8 this Action only for prosecuting, defending, or attempting to settle this Action.
9 Such Protected Material may be disclosed only to the categories of persons and
10 under the conditions described in this Order. When the Action has been
11 terminated, a Receiving Party must comply with the provisions of section 13
12 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the Court or permitted in writing by the Designating Party,
18 a Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as
21 well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of
24 the Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the Court and its personnel;

1 (e) court reporters and their staff;

2 (f) professional jury or trial consultants, and mock jurors, to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (g) Professional Vendors to whom it is reasonably necessary to disclose
6 the information for this Action;

7 (h) the author or recipient of a document containing the information or
8 a custodian or other person who otherwise possessed or knew the information;

9 (i) during their depositions, witnesses and attorneys for witnesses in the
10 Action to whom disclosure is reasonably necessary, provided: (1) the deposing
11 party requests that the witness sign the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A); and (2) they will not be permitted to keep any Protected
13 Material unless otherwise agreed by the Designating Party or ordered by the
14 Court. Pages of transcribed deposition testimony or exhibits to depositions that
15 reveal Protected Material may be separately bound by the Court reporter and may
16 not be disclosed to anyone except as permitted under this Stipulated Protective
17 Order; and

18 (j) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the Parties engaged in settlement discussions.

20 7.3 Disclosure of “ATTORNEYS EYES ONLY” Information or Items.

21 Unless otherwise ordered by the Court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item
23 designated “ATTORNEYS EYES ONLY” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, and mock jurors, to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) Professional Vendors to whom it is reasonably necessary to disclose the information for this Action;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any Protected Material, that Party must:

(a) promptly notify the in writing Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served

1 with the subpoena or court order shall not produce any Protected Material before a
2 determination by the Court from which the subpoena or order issued, unless the
3 Party has obtained the Designating Party's permission. The Designating Party
4 shall bear the burden and expense of seeking protection in that court of its
5 Protected Material and nothing in these provisions should be construed as
6 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
7 directive from another court.

8
9 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as "CONFIDENTIAL" or
13 "ATTORNEYS EYES ONLY." Such information produced by Non-Parties in
14 connection with this litigation is protected by the remedies and relief provided by
15 this Order. Nothing in these provisions should be construed as prohibiting a Non-
16 Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party's Protected Material in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party's
20 Protected Material, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
28 Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's Protected Material responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately:

- (a) notify in writing the Designating Party of the unauthorized disclosures,
- (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,
- (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and
- (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

Intentional or bad faith disclosure of Protected Material by a Receiving Party, in a manner not authorized by this Order, shall expose the Receiving Party to sanctions and to liability for the damages proximately caused to the Designating Party by disclosure of the Protected Material. In the event the Designating Party initiates legal action against the Receiving Party for damages proximately caused by disclosure of the Protected Material, the Parties agree that the prevailing party

1 therein shall recover its reasonable attorneys' fees and costs incurred therein.

2
3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the Parties reach an agreement on the effect of
12 disclosure of a communication or information covered by the attorney-client
13 privilege or work product protection, the Parties may incorporate their agreement
14 in the stipulated protective order submitted to the Court.

15
16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order, no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in
22 this Stipulated Protective Order. Similarly, no Party waives any right to object on
23 any ground to use in evidence of any of the material covered by this Protective
24 Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material
27 may only be filed under seal pursuant to a court order authorizing the sealing of
28 the specific Protected Material at issue. If a Party's request to file Protected

1 Material under seal is denied by the Court, then the Receiving Party may file the
2 information in the public record unless otherwise instructed by the Court.

3
4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60
6 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of
10 the Protected Material. Whether the Protected Material is returned or destroyed,
11 the Receiving Party must submit a written certification to the Producing Party
12 (and, if not the same person or entity, to the Designating Party) by the 60 day
13 deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed, and (2) affirms that the Receiving Party
15 has not retained any copies, abstracts, compilations, summaries or any other
16 format reproducing or capturing any of the Protected Material. Notwithstanding
17 this provision, Counsel are entitled to retain an archival copy of all pleadings,
18 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work
20 product, and consultant and expert work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected
22 Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 14. Any violation of this Order may be punished by any and all appropriate
25 measures including, without limitation, contempt proceedings and/or monetary
26 sanctions.

27 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD
28

1 Dated: December __, 2016

DINSMORE & SHOHL LLP

2
3
4 JOSEPH S. LEVENTHAL (221043)
ERIC K. COMBS (pro hac vice)
KELLY K. MCCLAUGHLIN (306520)

5
6 *Attorney for Plaintiff Dolce & Gabbana*
7 *Trademarks S.R.L.*

8
9 Dated: December __, 2016

LAW OFFICES OF PAUL P. CHENG &
ASSOCIATES

10
11
12 PAUL CHENG (239566)
MICHAEL Y. YADEGARAN (309669)
13 GREGG SIRMABEKHIAN (309276)

14 *Attorney for TXT Enterprises, Inc.*

15
16
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19 DATED: 12/28/16

20
21 ___/S/ SUZANNE H. SEGAL
HON. SUZANNE SEGAL
22 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A
AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court
for the Central District of California on _____ [date] in the case of *Dolce*
& *Gabbana Trademarks, S.R.L. v. TXT Enterprises, Inc.*, Case No. 2:16-CV-
01637 FMO(SSX). I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order, and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

I hereby appoint _____ [print or type full name]
of _____ [print or type full address
and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____